Anheuser-Busch, LLC
Sponsorship Agreement Proposal
RETAILER

Date: September 12th, 2016

Promoter Name and Address:	**AB Name and Address:**
San Pedro Property Owners' Alliance 390 West 7th Street San Pedro, CA 90731 Attn: Mrs. Lorena Parker Telephone: 310-832-2183	**Anheuser-Busch, LLC** AB Sales of Los Angeles 20499 S. Reeves Carson, CA 90810 Attn: Sasha Chuyko

Name of Sponsored Event: **2016 San Pedro's Dia de Los Muertos Festival**

Location of Sponsored Event: **San Pedro, CA**

Date(s) of the Sponsored Event: **October 30th, 2016**

Promoter shall provide AB with the following:

1. Presenting Beer Sponsor of 2016 San Pedro Dia de Los Muertos Festival
2. Inclusion of brand logos on collateral (including but not limited to bar signage, event website sponsor section).
3. Signage and Branding throughout the event footprint with priority placement.
4. Verbal recognition from Main Stage throughout the event.
5. VIP parking spaces in the main lot.
6. Dedicated Beer Garden Footprint to sell product.
7. First right of refusal to renew sponsorship for 2017 San Pedro Dia de Los Muertos Festival.

AB shall provide Promoter with the following (including sponsorship fee, if any):

1. Cash Sponsorship made out to San Pedro Property Owners' Alliance
   a. 2016 Sponsorship fee of $3,500 payable no later than the next scheduled payment date in accordance with AB's Accounts Payable monthly disbursement cycle occurring one hundred twenty (120) days after AB's receipt of invoice, provided that AB is in receipt of a fully executed counterpart of this Agreement.
2. Graphics Support
3. Events Assets for Beer Garden Execution: Tents, Refrigerated Trailers, Decorations.
4. AB will provide promoter with product at cost per case for the event. Promoter will sell the beer to the public and retain proceeds of the sale. Any unused product will be returned to AB for final invoice processing.

ADDITIONAL TERMS AND CONDITIONS TO THIS SPONSORSHIP AGREEMENT ARE SET FORTH ON THE NEXT PAGE(S) UNDER THE HEADING "GENERAL TERMS AND CONDITIONS.

In Witness Whereof, the parties have executed this Agreement as of the date first set forth above.

Promoter: San Pedro Property Owners' Alliance	Anheuser-Busch, LLC
By: Lorena Parker Name: Mrs. Lorena Parker Title: Executive Director	By: _____ Name: Sasha Chuyko Title: Director of Trade Marketing

	and By: _____ Name: Francisco Rendon Title: Trade Marketing Manager

GENERAL TERMS AND CONDITIONS

1. Termination.

a. AB may terminate this Agreement at any time for any reason by giving Promoter at least thirty (30) days' prior written notice.

b. Either party may terminate this Agreement at any time, effective upon the other party's receipt of a termination notice, without prejudice to any other legal rights to which such terminating party may be entitled, upon the occurrence of any one or more of the following: (i) a material default by the other party in performance of any of the provisions of this Agreement, which default is not cured within ten (10) days following written notice of such default to the defaulting party; or (ii) if any of the representations or warranties made by the other party in this Agreement shall prove to be untrue or inaccurate in any material respect.

c. In the event of any early termination of this Agreement, Promoter shall, upon the effective date of termination, refund to AB any unearned portion of the sponsorship fee. Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

2. Warranties.

a. Promoter represents, warrants and covenants to AB as follows: (i) neither Promoter nor any person, firm or company affiliated with or otherwise related to Promoter is a retailer of alcohol beverages and none of them has any ownership interest, directly or indirectly, in any alcohol beverage retail license; (ii) no monies paid by AB for the rights purchased under this Agreement are intended to be or will be passed on by Promoter or any person, firm or company affiliated with or otherwise related to Promoter to any alcohol beverage retail licensee; (iii) there is no agreement or understanding between AB and Promoter that, as consideration for AB's purchase of rights under this Agreement, either Promoter or any person, firm or company affiliated with or otherwise related to Promoter will require any alcohol beverage retail licensee to purchase any alcohol beverage produced, sold or offered for sale by AB; (iv) Promoter has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms; (v) this Agreement, when executed and delivered by Promoter, will be its legal, valid and binding obligation enforceable against Promoter in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally; (vi) the execution and delivery of this Agreement have been duly authorized by Promoter, and such execution and delivery and the performance by Promoter of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any third party is required in connection herewith; and (vii) the rights which are the subject of this Agreement are being purchased by AB at a price determined by the parties to be the fair market value of such rights, without regard to whether any AB products are or will be available for sale at the Sponsored Event.

b. If the venue for the Sponsored Event is a public entertainment facility (as defined in the Texas Industry Public Entertainment Facilities Act) located in Texas, Promoter further represents, warrants and covenants that the following are true and correct with respect to such venue: (i) all alcohol beverages furnished at the venue shall be furnished by an Independent Concessionaire (the term "Independent Concessionaire" means a person or entity who or which is licensed or permitted under Texas law to furnish alcohol beverages at the venue and perhaps elsewhere and is not an owner, lessee or operator of the venue or any person or entity affiliated with any such owner, lessee or operator); (ii) the owner, lessee or operator of the venue has a written agreement with an Independent Concessionaire which specifies the terms and conditions under which the Independent Concessionaire may furnish alcohol beverages at the venue; (iii) the Independent Concessionaire has not received and will not receive any direct or indirect monetary benefit from advertising or sponsorship revenues generated by the operation of the venue; (iv) the Independent Concessionaire has no right or authority and will not be granted any right or authority to control, directly or indirectly, any programming or booking decisions at the venue; and (v) the Independent Concessionaire is not subject to and will not be made subject to the direction and control, directly or indirectly, of the owner, operator or lessee of the venue, the producer(s) or promoter(s) of any events at the venue, any distiller or brewer of alcohol beverages, or any wholesaler of any type of alcohol beverages, as to the quantities or brands of alcohol beverages bought and sold by the Independent Concessionaire.

c. AB represents, warrants and covenants to Promoter as follows: (i) AB's purchase of rights under this Agreement is not conditioned on any agreement or understanding that either Promoter or any person, firm or company affiliated with or otherwise related to Promoter will require any alcohol beverage retail licensee to purchase any alcohol beverage produced, sold or offered for sale by AB; (ii) by the purchase of rights under this Agreement, AB does not agree, expect, or intend to induce the purchase of any alcohol beverage produced, sold or offered for sale by AB by or through Promoter or any alcohol beverage retail licensee; (iii) AB has no agreement with any alcohol beverage retail licensee related to or respecting this Agreement; (iv) AB has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms; (v) this Agreement, when executed and delivered by AB, will be its legal, valid and binding obligation enforceable against AB in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally; (vi) the execution and delivery of this Agreement have been duly authorized by AB, and such execution and delivery and the performance by AB of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound; and (vii) this Agreement is entered into solely for the purchase of the rights described herein and for no other purpose.

d. In addition to being true as of the date first written above, each of the foregoing representations, warranties and covenants shall be true at all times during the term hereof. Each party acknowledges that each of such representations, warranties and covenants are deemed to be material and have been relied upon by the other party notwithstanding any investigation made by the other party.

3. Trademarks.

a. The AB brand(s) and all related logos, taglines, labels and other designs and product identification (collectively "AB Trademarks") are AB's property. The use of any AB Trademarks shall inure to AB's benefit, and all rights in the AB Trademarks under trademark or copyright law or any other basis shall be AB's exclusive property. AB grants to Promoter, subject to the terms and conditions of this Agreement, the nonexclusive, nonassignable and non-transferable right to use AB Trademarks in connection with the Sponsored Event. All proposed uses of AB Trademarks shall be subject to AB's review and prior written approval.

b. Promoter shall not manufacture, distribute, or authorize the manufacture or distribution of, any promotional merchandise which bears any AB Trademark without AB's prior written approval, unless such merchandise has been purchased or otherwise obtained directly from AB or an authorized AB licensee.

4. Expenses.

a. Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.

b. During the term hereof and for a period of at least two (2) years thereafter, Promoter shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all warranties made by Promoter in this Agreement are true and accurate in all respects and it is in full compliance with this Agreement, (ii) all invoices and other charges submitted to AB for payment hereunder were valid and proper, and (iii) no payments have been made, directly or indirectly, by or on behalf of Promoter to or for the benefit of any AB employee or agent who may reasonably be expected to influence AB's decision to enter into this Agreement, or the amount to be paid by AB pursuant hereto. As used herein, "payment" shall include money, property, services and all other forms of consideration. All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. AB and/or its representatives shall have the right at any time during normal business hours, upon two business days notice, to examine said Records. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

5. Insurance. Promoter shall provide AB, on or before the execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that Promoter has a commercial general or comprehensive liability insurance policy in force with at least One Million Dollars ($1,000,000) single limit liability for each occurrence during the Sponsored Event, together with worker's compensation insurance in statutorily required amounts. Such certificate shall certify that AB is an additional insured under the insurance policy, which policy shall include contractual liability coverage for Promoter's obligations under Section 6 of this Agreement. The evidence of coverage shall specifically state that coverage as it pertains to AB shall be primary regardless of any other coverage which may be available to AB. Coverage shall be on an occurrence rather than a claims made basis. No policy shall contain a self-insured retention greater than Twenty-Five Thousand Dollars ($25,000). Further, irrespective of any deductible under said policy, the insurer shall pay third party losses on a first dollar basis. Any self-insured retention or deductible under said policy shall be the sole responsibility of Promoter and shall not apply to AB. The policy shall provide that AB will be notified of the cancellation or any restrictive amendment of the policy at least fifteen (15) days prior to the effective date of such cancellation or amendment. Promoter shall not violate, or permit to be violated, any conditions of said insurance policy, and Promoter

shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of AB's obligations hereunder that Promoter shall have furnished to AB the insurance certificate as aforesaid.

6. Indemnity.

a. Promoter will indemnify, defend and hold harmless AB, its parent, subsidiary and affiliated entities, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys' fees, court costs and other legal expenses including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings, and any other legal expenses (collectively, "Claims") arising from or connected with (i) any breach by Promoter of any provision hereof or the inaccuracy of any warranty or representation made by Promoter herein, or (ii) the advertising, promotion, preparation, staging and/or conduct of the Sponsored Event, or otherwise related to the Sponsored Event.

b. AB will indemnify, defend and hold harmless Promoter, its parent, subsidiary and affiliated entities, and their respective directors, officers, employees and agents, from and against any and all Claims for infringement of copyright or trademark, resulting from the use and/or display of AB Trademarks as contemplated hereby.

c. Each party shall give the other party prompt notice of any Claim brought against it coming within the purview of these indemnities. Within five (5) business days after receipt of such notice, the indemnitor shall undertake the defense of each such Claim with counsel satisfactory to and approved by the indemnitee. If the indemnitor fails to undertake and sustain the defense of any Claim in the manner required by this Section 6(c), the indemnitee may engage separate counsel, pay, settle or otherwise finally resolve such Claim for the account and at the risk and expense of the indemnitor. Any payment, settlement or final resolution otherwise by the indemnitee shall release the indemnitor from liability for such Claim. If the indemnitor undertakes the defense of a Claim in the manner required by this Section 6(c), the indemnitee may, at its own expense, engage separate counsel and participate in the defense of any Claim brought against it.

7. Compliance With the Law.

a. If a reasonable basis exists for believing that any provision of this Agreement violates any (i) federal, state or local law or regulation, or (ii) code, rule, regulation or directive adopted by an industry trade association affecting either party's performance of the Agreement (collectively, "Law"), then the parties shall promptly modify this Agreement to the extent necessary to bring about compliance with such Law; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it shall be deemed terminated by mutual agreement of the parties. Without limiting the generality of the foregoing, the parties expressly agree that AB's right under this Agreement to advertise and promote its alcohol malt beverage products is an essential purpose of this Agreement, and any limitation, restriction or other modification of such right would constitute a failure of such purpose. If this Agreement is terminated pursuant to this provision, payment shall be made only to the extent of a party's performance to and including the date of termination, and any payments which shall have been made and which are applicable to future time periods shall be promptly refunded.

b. Neither AB nor AB's products shall be negatively portrayed in any promotional content ("Promotional Content") included on Promoter's social networking pages (e.g., Facebook, Twitter, etc.). All Promotional Content shall clearly communicate Promoter's connection with AB and shall conform to the following:

(i) Beer Institute Advertising & Marketing Code available at http://www.beerinstitute.org/assets/uploads/BI-AdCode-5-2011.pdf;

(ii) the endorsement guidelines of the Federal Trade Commission available at http://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf; and

(iii) all applicable laws and regulations.

8. Rights Unique. Promoter acknowledges that the rights and privileges granted to AB hereunder are special, unique, extraordinary and impossible of replacement, and the loss of such rights could not be adequately compensated in damages in an action at law, and therefore Promoter's failure or refusal to perform its obligations hereunder would cause AB irreparable loss and damage. Accordingly, if Promoter fails or refuses to perform such obligations, AB shall be entitled to injunctive or other equitable relief (without the necessity of posting bond) against Promoter, including temporary relief before a time at which a preliminary hearing may be held by a court of competent jurisdiction to prevent the continuance of such failure or refusal, or to prevent Promoter from granting rights to others in violation of this Agreement.

9. Right of First Refusal. AB shall have the first option and right of first refusal to purchase the same rights granted under this Agreement (including a first option and right of first refusal) as hereinafter provided for any event undertaken by Promoter which is substantially similar to the Sponsored Event (a "Similar Event") during the eighteen (18) month period following the last date on which the Sponsored Event took place. Promoter shall propose to AB in writing the sponsorship fee therefor no later than ninety (90) days prior to the Similar Event, and AB shall have until the later of sixty (60) days prior to the date of the Similar Event or (30) days after receiving Promoter's proposal within which to accept the same. If AB does not accept such proposal within such time, Promoter shall be free to contract with any third party with respect to any or all of such rights, but not on more favorable terms than those offered to AB and not to, or for the benefit of, another alcohol or non-alcohol malt beverage producer or distributor, without in either case again giving AB a fifteen (15) day right of first refusal. Unless otherwise mutually agreed by the parties, all terms and conditions, other than those relating to the sponsorship fee shall be the same as provided for herein, with appropriate changes in dates. If AB exercises, its option to purchase the rights granted hereunder for any Similar Event, such Similar Event shall be deemed to be a Sponsored Event hereunder.

10. Miscellaneous.

a. This Agreement constitutes the final, complete and exclusive understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, promises, understandings or representations, written or oral, in regard thereto. The parties have not relied upon any promises, warranties or undertakings other than those expressly set forth in this Agreement. This Agreement cannot be amended or waived except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement. The Section headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute the same instrument. The execution of this Agreement by facsimile shall be deemed to be an original execution of this Agreement.

b. The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct. The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

c. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

d. Neither party shall assign its rights and/or delegate its duties under this Agreement without the prior written consent of the other party. Any attempted assignment or delegation without such consent shall be void and constitute a material breach. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and approved assigns.

e. Should any party commence legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs, including those incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings.

f. This Agreement shall be deemed to have been made and entered into in the State of Missouri and all matters arising hereunder or relating hereto shall be governed by the substantive provisions of Missouri law, without regard to its principles of conflicts of laws. The performance or delivery of any services under this Agreement shall be deemed to be the sale of goods and shall be governed by the provisions of Missouri's Uniform Commercial Code, except to the extent that deeming such services to be "goods" would result in a clearly unreasonable interpretation.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)
San Pedro Property Owners' Alliance

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
390 W. 7th Street

Requester's name and address (optional)

City, state, and ZIP code
San Pedro, CA 90731

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
26 - 3072269

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 9/28/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date MAY 28 2010

SAN PEDRO PROPERTY OWNERS ALLIANCE
390 W 7TH ST
SAN PEDRO, CA 90731

Employer Identification Number:
26-3072269
DLN:
17053096354010
Contact Person:
GLENN W COLLINS ID# 31392
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Effective Date of Exemption:
March 14, 2008
Contribution Deductibility:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(6) of the Internal Revenue Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Please see enclosed Publication 4221-NC, Compliance Guide for Tax-Exempt Organizations (Other than 501(c)(3) Public Charities and Private Foundations), for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-NC

Letter 948 (DO/CG)